

A. G. Contract No. KR921830TRN
ECS File: JPA 92-75
Project: Rest Area Info. Panels
Sect.: Sacaton/Picacho H 2371 06D
Sunset Point 10D/Canoa Ranch 16D
Meteor 14D/Burnt Well 05D/Mohawk
01D/Sentinel 02D/Ehrenberg 03D

INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE DEPARTMENT OF COMMERCE
ENERGY OFFICE

THIS AGREEMENT is entered into 18 February, 1993,
between agencies of the STATE OF ARIZONA, to wit; the
DEPARTMENT OF TRANSPORTATION (the "ADOT") acting by and through
its Highways Division, and the DEPARTMENT OF COMMERCE, acting
by and through its ENERGY OFFICE (the "Commerce").

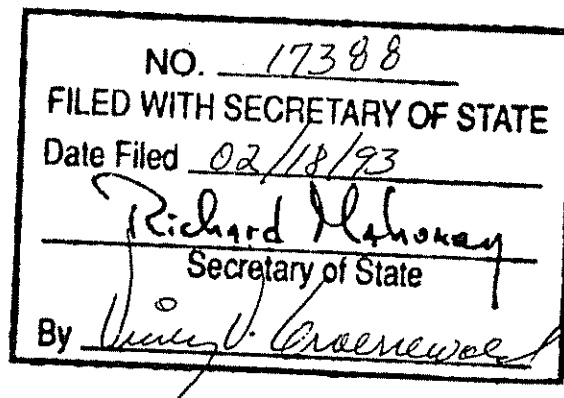
I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the ADOT.

2. Commerce is empowered by Arizona Revised Statutes
Section 41-1504 to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of Commerce.

3. Commerce and ADOT desire to participate in the design,
construction and installation of public information panels,
generally in accordance with Exhibit A, which is attached
hereto and made a part hereof, at nine (9) public highway rest
areas at various locations within the State, at an estimated
cost of \$22,233.00, all at Commerce expense, hereinafter
referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. ADOT will:

- a. Be the lead agency for the Project.
- b. Provide design plans, specifications and such other documents required for construction bidding and construction. Incorporate Commerce's review comments. Call for bids and, with the concurrence of the Commerce, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain Commerce concurrence on any contract modifications. Be responsible for any contractor claims for extra compensation attributable to the ADOT.
- c. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance.
- d. Invoice Commerce for the cost of the Project, in an amount estimated at \$22,233.00, generally as shown in Exhibit A.

2. Commerce will:

- a. Review and approve the design documents and provide comments as appropriate.
- b. Be responsible for any contractor claims for extra compensation attributable to Commerce.
- c. Reimburse the ADOT for the cost of the Project, in an amount estimated at \$22,233.00, within thirty (30) days after receipt of an invoice.
- d. Be responsible for the cost of repair or replacement of damaged or destroyed Commerce panels.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E Room 222E
Phoenix, AZ 85007

Arizona Department of Commerce
Energy Office
3800 North Central Avenue #1200
Phoenix, AZ 85012

7. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

DEPARTMENT OF COMMERCE

By 

DAVE GUTHRIE
Deputy Director

DEPARTMENT OF TRANSPORTATION
Highways Division

By 

ROBERT P. MICKELSON
Deputy State Engineer

EXHIBIT A

DEPARTMENT OF COMMERCE - ENERGY OFFICE

PHASE I Planning/Preliminary Design of Information Panel

1. Working with Commerce personnel, determine the graphic approach the program will take, then oversee actual design sketches of each panel type, including recommended photo, illustration and text placement, as well as color specifications.
2. Research all subject matter for each panel with resource information being provided by the Commerce.
3. Write draft texts and develop all other written information to be used in the panels, including photo schedules for all photos to be used.
4. Hold reviews of preliminary designs with appropriate state personnel.
5. Write final texts and captions for all panels and review them with state and Commerce.

PHASE II Preparation of Camera-Ready Art

1. After approval of panel designs from Commerce, prepare actual art boards to be used in fabricating the panels.
2. Select photos to be used in all panels. Commerce will approve selected photos.
3. Review art boards and photos with appropriate ADOT and Commerce personnel.

PHASE III Supervision of Panel Fabrication/Installation

1. Meet with ADOT officials, Commerce personnel and successful fabrication bidder in post award meeting to review scope of work and schedule, answer questions and familiarize fabricator with the project.
2. Oversee and coordinate silkscreening and photo processing for all panel prints, holding review and inspection with ADOT officials, Solar Energy personnel and fabricator at fabricator's place of business before shipping of screen prints to embedder.

3. Oversee and coordinate embedding of all screen prints at embedder's place of business, inspecting all panels before shipping for installation.
4. Review and inspect all panels at each rest area following installation of entire system.

ASSUMPTIONS USED IN PREPARATION OF PROPOSED FEE

In preparing the attached scope of work and fee proposal for development of the information panels to be installed at specified rest areas on Arizona's Interstate Highways, Consortium West has been cognizant of budgetary parameters delineated by Commerce personnel. We have, therefore, sought means by which to limit costs to the greatest extent without sacrificing the quality of communication, design, or execution of the end product. To achieve this, we have made the following assumptions upon which the attached scope and proposed fee are based.

1. There will be one panel that will be duplicated and installed at nine different rest areas.
2. Commerce personnel would provide input relating to panel information, including technical input relating to solar energy.
3. Inspection of embedded panels at the embedder's plant would be held in conjunction with inspection of ADOT panels. This would save travel expenses to Philadelphia, Pennsylvania.
4. Inspections of installed panels would be conducted in conjunction with inspections of ADOT panels; ie., final inspections would wait until ADOT panels had been installed at particular rest areas.
5. Reviews with the ADOT can be accomplished in one day.

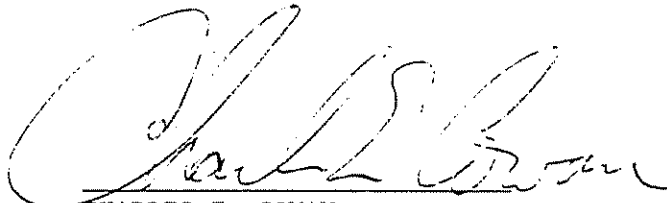
DESIGNATED REST AREA DISPLAYS

REST AREA	NO. OF PANELS	TOTAL
Sunset Point	1 panel only	1
Sacaton	1 panel each side	2
Picacho	1 panel only	1
Canoa Ranch	1 panel only (Northbound)	1
Meteor Crater	1 panel only (Eastbound)	1
Ehrenberg	1 panel only (Westbound)	1
Burnt Well	1 panel (Eastbound) and 1 Panel (Westbound)	2
Mohawk	1 panel (Eastbound) and 1 panel (Westbound)	2
Sentinel	1 panel (Eastbound) and 1 panel (Westbound)	<u>2</u>
	TOTAL	13

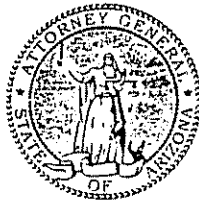
RESOLUTION

BE IT RESOLVED on this 20th day of July 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Arizona Department of Commerce Energy Office for the purpose of defining responsibilities for the design, construction and maintenance of public information panels to be installed at three rest areas on I-10, I-17 and I-19.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in dark ink, appearing to read "Charles E. Cowan", is written over a horizontal line.

CHARLES E. COWAN
Director



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-1830-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 16th day of February, 1993.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

DEPARTMENT OF COMMERCE - ENERGY OFFICE

COST ESTIMATE

PHASE I Planning/Preliminary Design

LABOR	HOURS/RATE	EXTENSION
Project Manager/Planner	16 hrs @ \$35.00	\$ 560.00
Copy Writer	4 hrs @ \$20.00	80.00
Graphic Designer	20 hrs @ \$25.00	<u>500.00</u>
	TOTAL	\$1,140.00
Overhead @ 53.5%		610.00

Expenses:

Materials, Equipment	<u>80.00</u>
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Phase I - Planning/Design	TOTAL	\$1,830.00
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PHASE II Camera-Ready Artwork

LABOR	HOURS/RATE	EXTENTION
Project Manager/Planner	12 hrs @ \$35.00	\$ 420.00
Paste-up Artist	12 hrs @ \$12.00	144.00
Illustrator	10 hrs @ \$20.00	<u>200.00</u>
	TOTAL	\$ 764.00
Overhead @ 53.5%		409.00

Expenses:

Materials, Equipment	135.00
Travel	<u>710.00</u>

Phase II - Camera-Ready Artwork	TOTAL	\$2,018.00
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PHASE III Supervision of Panel Fabrication/Installation

LABOR	HOURS/RATE	EXTENSION
Project Manager/Planner	12 hrs @ \$35.00	\$ <u>420.00</u>
	TOTAL	\$ 420.00
	Overhead @ 53.5%	225.00

Expenses:

Travel	<u>710.00</u>
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Phase III - Supervision Fabrication/Installation	TOTAL	\$1,355.00
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SUBTOTAL, ALL PHASES	\$5,203.00
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Profit @ 10.5% of labor and overhead	<u>375.00</u>
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Consortium West	TOTAL	\$5,578.00
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Cella Barr Associates (Prime @ 6% of Consortium West)	TOTAL	335.00
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Design Consultant Fees	TOTAL	5,913.00
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Cost for display cases (12 @ \$435.00 each)	5,920.00
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(1 @ \$700.00 for Picacho Rest Area)	
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Estimated costs for fabricated panels (13 @ \$800.00 each)	<u>10,400.00</u>
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COMMERCE PANELS

GRAND TOTAL	\$22,233.00
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HEW:eme

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